

## NEW ZEALAND FRUIT AND VEGETABLE SHOP ASSISTANTS—AWARD

[Filed in the Office of the Clerk of Awards, Christchurch]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Federated Shop Assistants Industrial Association of Workers (hereinafter called “the union”) and the under-mentioned persons, firms and companies (hereinafter called “the employers”):

## NORTHERN INDUSTRIAL DISTRICT

Conway, F., 37 Victoria Road, Devonport, Auckland.  
 Hobbs, D. A., 584 Sandringham Road, Auckland.  
 Jonkers, L. K., 936 New North Road, Mount Albert, Auckland.  
 Reekie, J., 61 Queen Street, Auckland.  
 Thompson, G., 186–188 Hobson Street, Auckland.  
 Chang Garry, 45 Farrington Street, West Tamaki, Auckland.  
 Dan Wah and Co., 169 Mount Albert Road, Auckland.  
 King, Geo., 1204 Great North Road, Point Chevalier, Auckland.  
 Chong, A. S., and Co., 249 Karangahape Road, Auckland.  
 Wing Kee, 1 Queen Street, Auckland.  
 Daya and Son, 899 New North Road, Mount Albert, Auckland.  
 Nathu and Sons, 512 Broadway, Newmarket, Auckland.  
 Patel, G. H., 481 New North Road, Kingsland, Auckland.  
 Rama Keshu, 220B Jervois Road, Herne Bay, Auckland.  
 Gallichans Fruit Store, 197 Victoria Street, Hamilton.  
 Goodall, R. H., and Co., 8 College Street, Te Awamutu.  
 Joe, G. C., The Strand, Tauranga.  
 Lowe, Vic, Morrinsville.  
 Patel, B. T., Taumarunui.  
 Yea On and Co., Tutanekei Street, Rotorua.  
 Wong Gee and Co., 2 Cameron Street, Whangarei.  
 Ying, Bob, and Co., Taupo.  
 Summers, Mark, Pollen Street, Thames.  
 Thodey, M., 452 Gladstone Road, Gisborne.  
 Chung Pack, 230 Gladstone Road, Gisborne.

## TARANAKI INDUSTRIAL DISTRICT

Armstrong, T. G., 545 Devon Street East, New Plymouth.  
 X.Y.Z. Fruit Co., 2 Devon Street, New Plymouth.  
 Hing, T., 135 High Street, Hawera.  
 Stark, J., High Street, Eltham.

## WELLINGTON INDUSTRIAL DISTRICT

Sidham, H., 96 Kimbolton Street, Feilding.  
 Shire, W., and Co., Hautupu Street, Taihape.  
 Blair, W. B., 17 Rangiora Street, Castlecliff, Wanganui.  
 Coveny, W. H., 66 Somme Parade, Wanganui.  
 Ngan Kee and Co., 179 Victoria Street, Wanganui.  
 Leong, F., and Co., Oxford Street, Levin.  
 Gee and Gee, 315 Main Street, Palmerston North.  
 Joe Kwong Lee, 173 The Square, Palmerston North.  
 Louis, J. K., and Co., Queen Street, Masterton.  
 Wong Nam, Queen Street, Masterton.  
 Wong, W. Carterton.  
 Ming, L., Greytown.  
 Tong, T. Y., Emerson Street, Napier.  
 Alan Wong, Heretaunga Street, Hastings.  
 Wah Ping and Co., Heretaunga Street, Hastings.  
 Gooday and Brasell, Ruataniwha Street, Waipukurau.  
 Carmichael, D. A., corner of High and Victor Streets, Dannevirke.  
 Chong, R., 467 Adelaide Road, Wellington.  
 Fong, G., and Co., 151 Riddiford Street, Wellington.  
 Moran and Sons, Upper Hutt, Wellington.  
 Tso Won, High Street, Lower Hutt, Wellington.  
 Gee, G., 223 Jackson Street, Petone.

## MARLBOROUGH INDUSTRIAL DISTRICT

Wong, L., and Co., 63 Market Street, Blenheim.  
Kirwin, T. H., High Street, Picton.

## NELSON INDUSTRIAL DISTRICT

Ray Wong and Sons, 205 Trafalgar Street, Nelson.  
Chang, A. A., High Street, Motueka.  
Richmond Fruit and Produce Co. Ltd., Queen Street, Richmond.

## WESTLAND INDUSTRIAL DISTRICT

Bourke, J., Tainui Street, Greymouth.  
Woolworths Ltd., Mackay Street, Greymouth.  
Luey, J., Mackay Street, Greymouth.  
Kwok, J., Palmerston Street, Westport.  
Foreman, H. J. O., Buller Road, Reefton.  
Fairlie, N. D., Revell Street, Hokitika.

## CANTERBURY INDUSTRIAL DISTRICT

Atkinson, E. H., 105A Riccarton Road, Christchurch.  
Barr's Fruit Shop, 288B Lincoln Road, Christchurch.  
Bendall, V. A., West End, Kaikoura.  
Bradshaw, H., 259 Lincoln Road, Christchurch.  
Catermole, R. H., 55 High Street, Kaiapoi.  
Crown Fruit Service, 221A Stafford Street, Timaru.  
Dartnall Bros., 51 High Street, Rangiora.  
Ilam Fruit Supply, 370B Ilam Road, Christchurch.  
King Bros., 105 Burnett Street, Ashburton.  
Laurenson, J. L., Talbot Street, Geraldine.  
Lowe, Hubert R., 634 Colombo Street, Christchurch.  
People's Fruit Market (L. C. Derbridge), 10 Ferry Road, Christchurch.  
Tanner, J. A., Ltd., 190 Armagh Street, Christchurch.  
Woolley, W. F., 19 London Street, Lyttelton.  
Young, Mrs W., 239 Stafford Street, Timaru.

## OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Brown, W. H. and M. L., Ballaret Street, Queenstown.  
Dawson, T., 168 Gordon Road, Mosgiel.  
Hoffman's Fruit Shop, 110 Main Street, Gore.  
Ping Ser and Co., 511 Hillside Road, Dunedin.  
Wong and Co., Clyde Street, Balclutha.  
Young, A., 153 Thames Street, Oamaru.  
Young, W. J., 97 Tay Street, Invercargill.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the Schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in

contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the Schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 6th day of May 1963 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court has hereunto set his hand, this 6th day of November 1961.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to Which Award Applies*

1. This award shall apply to the retail fruit and/or vegetable industry and therefore to all those persons, firms or companies who sell or offer for sale by retail in a shop, a department within a shop, or elsewhere, fresh, frozen, or prepackaged fruit or vegetables.

##### *Classification*

2. (a) For the purposes of this award every person shall be deemed to be a shop assistant who is employed in any capacity by or for those employers and other persons who carry on business by selling or offering for sale by retail in a shop, department of a shop, or elsewhere, fresh, frozen, or prepackaged fruit and/or vegetables and are bound by the provisions of this award.

(b) A "senior" assistant is any assistant, male or female, 21 years of age or over: Provided that a junior shop assistant under 21 years of age who is in receipt of not less per week than the rates of wages prescribed by this award for an assistant of the age of 21 years shall be regarded as a senior for the purposes of this award.

(c) A "casual" assistant is any worker whose engagement is for a period of less than five full consecutive days in any one working week.

##### *Hours of Work*

3. (a) The hours of work shall not exceed 40 in any one week, to be worked on five and a half days in each week.

(b) Not more than eight hours shall be worked by a worker on each of four days in each week, Monday to Thursday (both days inclusive), between the hours of 8 a.m. and 6 p.m., on Friday 10 hours between 8 a.m. and 9 p.m., and not more than four hours between 8 a.m. and 12 noon on Saturday.

(c) All hours shall be worked continuously, with not more than one hour for lunch on five days of the week, and one hour for tea on the day of the late night.

Employees shall be allowed time both in the morning and afternoon for refreshments without deduction of pay, and facilities shall be provided for boiling water.

(d) Each employer shall notify the union in writing within seven days of the coming into operation of this award, and immediately after the employment of any new worker, of the names of all such workers, together with their starting and finishing hours on each day; the hours when so fixed shall continue in force for a

period of not less than six months, and thereafter until such time as an alteration is notified to the union. The fixing of all such hours shall in all cases be for not less than six-monthly periods, unless by agreement in writing with the union.

(e) For the purpose of calculating the hours of work each of the holidays hereinafter mentioned shall be deemed to be a day worked for the number of hours usually worked on that day of the week, although no work shall have been actually done on such holiday: Provided that where the observance of any such holiday results in the transference of the late night to a day other than the day it normally falls, no additional amount over and above the weekly rate shall be payable in respect of the ordinary week's work.

### *Wages*

4. (a) The minimum rates of wages payable to shop assistants shall be as follows:

|                       | Males    |    |    | Females  |    |    |
|-----------------------|----------|----|----|----------|----|----|
|                       | Per Week |    |    | Per Week |    |    |
|                       | £        | s. | d. | £        | s. | d. |
| Under 16 years .....  | 4        | 2  | 0  | 3        | 12 | 0  |
| 16 to 16½ years ..... | 4        | 9  | 0  | 3        | 19 | 0  |
| 16½ to 17 years ..... | 5        | 0  | 0  | 4        | 8  | 0  |
| 17 to 17½ years ..... | 5        | 15 | 0  | 4        | 18 | 0  |
| 17½ to 18 years ..... | 6        | 10 | 0  | 5        | 8  | 0  |
| 18 to 19 years .....  | 7        | 5  | 0  | 5        | 18 | 0  |
| 19 to 20 years .....  | 8        | 10 | 0  | 6        | 15 | 0  |
| 20 to 21 years .....  | 10       | 2  | 0  | 7        | 8  | 0  |
| 21 and over .....     | 12       | 10 | 0  | 8        | 7  | 6  |

(b) Any worker who is in charge of a shop or department of a shop shall receive £1 8s. 6d. per week additional to the minimum rate prescribed for male or female workers 21 years of age or over.

(c) Any worker in receipt of a higher rate of pay shall not have his wages reduced because of the coming into operation of this award.

### *Casual Assistants*

5. Casual assistants may be employed and shall be paid at a rate of not less than 6s. 9d. per hour in the case of adult males and not less than 4s. 9d. per hour in the case of junior males, and not less than 4s. 9d. per hour in the case of adult females, and not less than 4s. per hour in the case of junior females, with a minimum of four hours on any day on which any such worker is employed.

### *Overtime*

6. (a) All time worked in any one day outside or in excess of the ordinary hours prescribed in this award shall be paid for at the rate of time and half for the first three hours and thereafter double time rates. Overtime shall be calculated on a daily basis. The minimum rate of payment shall be 3s. 9d. per hour.

(b) For the purpose of calculating overtime, any overtime under half an hour shall count as half an hour, and if over half an hour, but under one hour, as one hour worked.

(c) Any work done after noon on an ordinary Saturday or on a Sunday or any of the hereinafter mentioned holidays or holidays observed in lieu thereof, shall be paid for at double time rates, the said payment to be in addition to the ordinary weekly wage. The provisions of this subclause shall not be deemed to permit the normal employment of workers on any such holiday.

*Notice of Overtime and Meal Money*

7. Notice shall be given prior to noon on the same day to any worker required to work overtime, and such worker shall be paid 5s. meal money.

*Payment of Wages*

8. (a) All wages and overtime shall be paid weekly during working hours and in cash not later than Thursday. Should a holiday fall on any regular pay day, wages shall be paid on the working day previous to the holiday.

(b) Workers shall be supplied with a statement setting out the computation of the wages paid, together with any deductions made therefrom whenever there is any alteration in their normal weekly earnings.

*Weekly Employment*

9. (a) The employment shall be deemed to be a weekly employment, and no deduction from wages shall be made except for the workers' sickness or default or through accident.

(b) Except in the case of casual workers, one week's notice shall be given by either party of the termination of the employment: Provided that nothing in this clause shall prevent an employer from summarily dismissing any worker for serious misconduct. The period of notice in either case shall be exclusive of the whole or any part of the annual holiday required to be given in pursuance of this award.

*Proportion*

10. (a) The proportion of juniors to seniors shall not exceed one junior to one senior.

(b) For the purpose of this clause an employer who is actively engaged in the management of his business shall be deemed to be a senior in respect of one shop only.

(c) Where the employer carries on the business of more than one shop, each shop for the purposes of this award shall be deemed to be a separate business.

*Holidays*

11. (a) The following shall be allowed as holidays without deduction from wages: Christmas Day, Boxing Day, New Year's Day, 2 January, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day or one other day in lieu thereof to be agreed upon between the employers in the area affected and the union.

(b) Should any of the above holidays, except Easter Saturday and Anzac Day, fall on a Saturday or a Sunday, then for the purposes of this award such holiday shall be observed on the following Monday. Should the said Monday be a holiday under this award, then such holiday shall be observed on the following Tuesday.

*Annual Holidays*

12. (a) (i) An annual holiday of two weeks on full pay shall be granted to each worker upon completion of each year of service in accordance with the Annual Holidays Act 1944, such annual holiday to be exclusive of the holidays provided for in subclause (a) of clause 11 hereof, except for Easter Saturday, or Anzac Day when it falls on a Saturday or Sunday.

A worker not completing a year of service under this provision shall be granted proportionate payment in accordance with the provisions of the Annual Holidays Act 1944.

(ii) The annual holiday to be allowed to workers on the completion of 10 or more years' continuous service with the same employer shall be three weeks instead of two weeks as aforesaid.

A worker not completing a year of service under this provision shall be granted proportionate payment in accordance with the length of service for that year.

(b) The employer shall allow the annual holiday to the worker within six months after he has become entitled to it.

(c) A worker shall not be required to go on annual leave on less than 14 days' notice except on his or her own request or except in exceptional circumstances, when mutual arrangements may be made, and workers shall be paid for the annual holiday on or before its commencement.

(d) A record of annual holidays shall be kept in compliance with the Annual Holidays Act 1944.

#### *Clothing*

13. *North Island*—Employers shall provide and maintain suitable clean protective clothing as required by the Food Hygiene Regulations 1952.

*South Island*—Employers shall provide and maintain suitable clean protective clothing.

#### *General*

14. (a) Junior females and junior males shall not be required to lift or carry weights in excess of the following:

|                               |       |       |       |
|-------------------------------|-------|-------|-------|
| Males under 16 years of age   | ..... | ..... | 56 lb |
| Males under 18 years of age   | ..... | ..... | 70 lb |
| Females under 16 years of age | ..... | ..... | 35 lb |
| Females under 18 years of age | ..... | ..... | 45 lb |

(b) Workers covered by this award shall not be required to do any scrubbing or polishing of floors by hand, except with wringer mop or polishing equipment.

(c) Employers shall, on request, but not more often than once a quarter, supply to the secretary of the union, a list of the names of all assistants employed by them, and in the case of assistants under 18 years of age, shall state their age.

(d) Ablution basins with an adequate supply of hot and cold water, soap and towels, for the use of persons employed in or about the premises, shall be provided.

#### *References*

15. (a) Each worker, on leaving or being discharged from his or her employment, shall, on request, be given within 24 hours thereafter a reference in writing stating the position held and the length of service.

(b) Original references shall be the property of the worker and shall be returned within 48 hours after engagement or rejection of the application.

#### *Time and Wages Book*

16. (a) The occupier of a shop in which one or more shop assistants are employed shall at all times keep in the prescribed form, or in such other form as may be approved by the Inspector of Awards, a record in English (called the "wages and time book") showing in the case of each assistant:

- (i) The name of the assistant, together with his age if under 21 years of age (such assistant shall sign the original entry as correct);
- (ii) The kind of work on which he is usually employed;
- (iii) The hours during which he has actually been employed on each day, showing the starting and finishing time each day;
- (iv) The wages paid on each pay-day, and the date thereof;
- (v) Such other particulars as are prescribed by regulations.

(b) The entries of the particulars hereinbefore referred to, or a memorandum in writing containing such particulars, shall, if the occupier so requires, be signed by the assistant at the time of the payment of his wages, and such signature shall operate as a receipt for such payment.

(c) The wages and time book in use for the time being and any such book used within the preceding five years, shall at all times be open to the inspection of the Inspector of Awards.

(d) Every assistant who fails to sign the record as provided in this clause or who wilfully signs an incorrect record is liable to a fine not exceeding £5.

(e) An Inspector of Awards may at any time require the occupier to verify the entries in the wages and time book in such form as may be prescribed.

#### *Right of Entry*

17. The secretary or other authorised representative of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times during working hours upon the premises or works and there interview any workers or collect any moneys due but not so as to interfere unreasonably with the employer's business.

#### *Workers to be Members of Union*

18. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award within the industrial district in which the worker is employed.

(b) For the purposes of subclause (a) of this clause a person of the age of 18 years or upwards and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of 21 years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become and remain a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this award and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.)

#### *Under-rate Workers*

19. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

#### *Disputes Committee*

20. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, who may decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

#### *Opening and Closing of Shops*

21. (a) In exercise of the powers vested in the Court by the Shops and Offices Act 1955 and subject to section 5 of that Act, it is ordered that any shop in which is substantially carried on (within the meaning of section 2 (5) of the same Act) any class of business to which this award relates in the industrial districts in which this award has effect shall—

(i) In respect of the Northern, Taranaki, and Wellington Industrial Districts:—

Open not earlier than 8 a.m. on Monday, Tuesday, Wednesday, and Thursday, and Saturday, and 7 a.m. on Friday.

Close not later than 6 p.m. on Monday, Tuesday, Wednesday, and Thursday, and 9 p.m. on Friday, and 12 noon on Saturday: Provided that for hawkers selling from vehicles in that portion of the Wellington Industrial District lying within a radius of 25 miles from the Chief Post Office in the city of Wellington the hour of closing may be extended to 8 p.m. on Monday, Tuesday, Wednesday, Thursday, and Saturday.

Close for the whole of any holiday prescribed by clause 11 of this award, including days lawfully observed as holidays in lieu thereof.

(ii) In respect of the Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts:

Open not earlier than 8 a.m. on Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday.

Close not later than 8 p.m. on Monday, Tuesday, Wednesday, and Thursday, and 9.30 p.m. on Friday, and 9 p.m. on Saturday.

Close for the whole of Christmas Day, Good Friday, and Anzac Day, including days lawfully observed in lieu thereof.

(b) Should any of the holidays mentioned in clause 11 fall on the late closing day, the shop may be kept open and assistants may be employed until 9 p.m. on the working-day immediately preceding such holiday: Provided that on the working-day immediately preceding Christmas Day and New Year's Day the shop may be kept open and assistants may be employed until 9 p.m.: Provided, further, that not more than one late closing day shall be observed in any week.

In the Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts the hour until which shops may be kept open in such circumstances shall be 9.30 p.m. instead of 9 p.m.

(c) This clause shall apply to any delivery of fruit or vegetables or any vehicle, shop, or place from which fruit or vegetables are sold.



*Application of Award*

22. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent part hereto every industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

*Scope of Award*

23. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

*Term of Award*

24. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 24th day of September 1961, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 6th day of May 1963.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 6th day of November 1961.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The matters settled by the Court related to wages (clause 4 (a) and (b)), casual assistants (clause 5), minimum rate of payment for overtime (clause 6 (a)), provision of clothing in South Island (clause 13), opening and closing of shops provisions for the South Island (clause 21), and term of award, including the operative date of provisions relating to wages.

A. TYNDALL, Judge.